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**Contract Database Metadata Elements**

Title: **Canton Central School District and Canton Central School Secretarial Association (2002)**

Employer Name: **Canton Central School District**

Union: **Canton Central School Secretarial Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

PERB ID Number: **7891**

Unit Size: **9**

Number of Pages: **23**

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SD  
SEC

# AGREEMENT

7891\_06302005

Canton Central School District And  
Canton Cs Secretarial Assn

BETWEEN

CANTON  
CENTRAL SCHOOL SECRETARIAL  
ASSOCIATION

AND THE

SUPERINTENDENT OF SCHOOLS  
CANTON CENTRAL SCHOOL  
CANTON, NEW YORK

**RECEIVED** July 1, 2002 ~ June 30, 2005

APR 07 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## ARTICLE I - RECOGNITION CLAUSE

The Board of Education of Canton Central School hereby recognizes the Canton Central School Secretarial Association as the exclusive negotiating agent for all competitive class Civil Service employees of the school district engaged in the performance of clerical, secretarial and stenographic duties.

In accordance with Section 208 of the Civil Service Law of the State of New York, Board recognition entitles the Association to all rights, benefits and protections accorded by law.

## ARTICLE II - INSURANCE

- A. The Board of Education shall provide the St. Lawrence County Employees' Plan to the unit members who wish to participate. The Board shall pay all of the cost for unit members and for dependents. The same benefits continue upon retirement.
- B. A unit member on approved leave of absence may continue his/her health insurance coverage by paying the entire cost of the plan.
- C. The District shall contribute up to \$150 per full-time unit member, and a pro-rata amount per less than full-time member, toward a Dental/Optical and/or prescription drug plan to be selected by the Association and administered by the Association

## ARTICLE III - VACATIONS

- A. 1-5 years of service - 12 days  
6 years of service - 17 days

One (1) additional day vacation for each two (2) years of service beyond six (6) to a maximum of 20 days.

6 years - 17 days  
8 years - 18 days

10 years - 19 days  
12 years - 20 days

- B. A newly appointed unit member shall accumulate one (1) vacation day for every month worked between the date of appointment and July 1. Any days accumulated in this manner may be taken between July 1 and the following July 1, hereafter known as the anniversary date. Beginning with the first anniversary date and on each successive anniversary date of continuous service, vacation days will be credited in accordance with the schedule contained in this Contract.
- C. Vacation leave may be accumulated to a maximum of five (5) days in any fiscal year. The unit member may choose one (1) of two (2) options:
1. Accumulated vacation days may be used as vacation the following year, subject to reasonable notice from the employee and advance approval by the District, OR
  2. The unit member will receive remuneration equal to one (1) day's pay for each vacation day accumulated at the end of each fiscal year.

#### ARTICLE IV - WORKING HOURS AND CONDITIONS

- A. Twelve-month unit members will work the school calendar, with all the same holidays and vacations as the teaching staff. The working day will be eight (8) hours including one hour per day for lunch and break time. Any unit member who works more than forty (40) hours in any one week shall receive, at the District's option, either: one and one-half times his/her present hourly rate of pay for all hours over forty (40); OR, compensatory time off at the rate of one and one-half times all hours worked over forty (40). Lunch breaks shall be duty free at a location of the unit member's choice. Twelve-month unit members will also work a five (5) hour day from school closing in June to school opening in September.
- B. Ten-month unit members will work the school calendar, with all the same holidays and vacations as the teaching staff. The working day

will be eight (8) hours including one hour per day for lunch and break time. Any unit member who works more than forty (40) hours in any one week shall receive, at the District's option, either: one and one-half times his/her present hourly rate of pay for all hours over forty (40); OR, compensatory time off at the rate of one and one-half times all hours worked over forty (40). Lunch breaks shall be duty free at a location of the unit member's choice. Ten-month unit members will also work a five (5) hour day from school closing to June 30th and September 1st to school opening.

C. Reimbursement for Education & Training Expenses

A unit member who wishes to be reimbursed for the cost of coursework or training programs must apply for and receive prior approval from his/her immediate supervisor and the Superintendent before enrolling in a course or program. Such coursework or training must offer the potential for benefiting him/her in the performance of his/her duties in the District. The decision to approve a course or training program for reimbursement is an administrative prerogative and is not subject to the Grievance Procedure.

Reimbursement shall be provided only for the cost of tuition or registration fees. Such payments will be issued in October and February upon receipt of a completed form to be provided by the District documenting the expenses for which reimbursement is being claimed and verifying successful completion of the course or program.

ARTICLE V - NEW OR VACATED POSITIONS

The Secretarial Association President will be notified in writing before the position is filled of any new support staff position created by the Board of Education or of any support staff position that becomes vacant.

## ARTICLE VI - SICK LEAVE

- A. All unit members shall accumulate sick leave at the rate of one and one-half (1½) days for each month of service up to a limit of 200 days.
- B. Effective July 1st each year, each unit member will receive credit for the total sick leave he/she will earn during the coming year.
- C. This sick leave may include personal illness or sickness in the immediate family. The unit member shall determine what constitutes "immediate family." However, paid family sick leave shall not exceed twenty (20) days a year and shall be in conformance with the remainder of this section. (Additional unpaid leave may be available under the Family and Medical Leave Act.)

The intent of this provision is to permit unit members to care for ill or injured family members where such personal care and attention may be required or advisable from the standpoint of the family member's recovery.

This provision may also be utilized to accompany a family member(s) for rest or recuperation:

- where the family member resides outside of the state;
- where the family member(s) would be traveling outside of the state;
- only when all of the following criteria are met:
  - 1. a written statement is provided from the doctor who has been caring for the family member, specifying:
    - a. that it is necessary for the patient's recovery that he/she travel to the new location (in situations that apply);
    - b. that it is necessary for the patient to have someone present:



2. a written statement from the unit member giving justification why he/she must be the one to be present with family member. (The District is entitled to receive this written justification; not to judge its validity.)

If 1 and 2 (above) are complied with, then this provision may be utilized for a unit member to accompany a family member(s) for rest or recuperation where the family member would be traveling to a location outside of the state.

If it can be substantiated that any of the information supplied by the unit member when requesting this leave was supplied with the unit member's knowledge that it was false or incomplete in any meaningful way, then the District shall:

1. place a letter of reprimand in the unit member's file;
2. deduct from the unit member's salary the amount of money paid the unit member for those days under this provision relative to the falsified or incomplete request;
3. be permitted to deny future requests for this type of leave for a period of two (2) years (even in situations where the criteria for taking such leave have in all other respects been met).

This does not require the District to deny such requests; it does allow it.

- D. If any sick leave provision in any of the district's other non-instructional bargaining units changes during the term of this agreement and exceeds the sick leave benefits contained in this Agreement, negotiations will be re-opened on this sick leave provision.
- E. If a unit member loses time due to an accident on the job, he/she shall not lose accumulated sick leave for the first sixty (60) school days. He/She shall be permitted to "buy back" days of charged sick leave in excess of sixty (60) days to the District. Compensation insurance payments for the initial sixty (60) days' period shall be returned to the District.

F. A unit member who becomes ill and unable to work, and has used up all accumulated sick leave, shall be deleted from the payroll, but the school will continue to meet any obligations imposed by the Family and Medical Leave Act regarding payment of health insurance premiums. While off the payroll, the unit member cannot accumulate sick or vacation leave.

G. Child Rearing

1. The mother or father of a newly adopted child may take up to twenty (20) days from accumulated sick leave.
2. Upon the request of a unit member, a child rearing leave shall be granted for up to two years and shall be extended upon request provided this total leave time for one birth or adoption does not exceed two years.

Such leaves shall be without pay or benefits, except as provided for in the Family and Medical Leave Act of 1993; however, the unit member shall return to the same or a similar position and shall retain the seniority and leave accumulation and other benefits at the levels in effect when the leave began.

## ARTICLES VII - DEATH IN FAMILY

The Superintendent will grant up to three (3) days leave for a death in the immediate family for members of the unit. The unit member will determine which relations are members of the immediate family.

## ARTICLE VIII - PERSONAL LEAVE

Unit members shall be granted two days of personal leave per year, cumulative, to four. Unused personal leave in excess of four days shall accumulate as sick leave. Requests shall be submitted at least two days in advance, except in emergency.

## ARTICLE IX - ABSENCE WITHOUT PAY

With the prior approval of the Superintendent of Schools, a unit member may be allowed to be absent without pay if an emergency exists that is not covered by other absence regulations. Leave without pay for vacation purposes cannot be considered to be of an emergency nature and will not be approved by the Superintendent of Schools.

## ARTICLE X - UNEXCUSED ABSENCE

Unit member absences not covered by the leave policy will result in a deduction of pay for each day's absence based on the daily rate earned by the individual.

## ARTICLE XI - LEAVE OF ABSENCE

The Board of Education may grant a leave of absence without pay for a period of one full school year to a unit member upon advance written request. Such request shall be made as early as possible, but in no case later than June 1st preceding the school year for which leave is to be taken

Such leave may be extended for an additional full school year if requested in writing at least by June 1st in advance of expiration of leave.

Leaves may be terminated only by written resignation or return to employment. Failure of a unit member to begin employment at the expiration of a leave shall be construed as abandonment of position.

Unit members requesting less than a full year leave may be granted such leave at the discretion of the Superintendent.

## ARTICLE XII - SICK LEAVE BANK

### A. Preface

1. The Canton Central School Secretarial Association will develop a sick leave bank plan which shall consist solely of donations of sick leave days from those accumulated by members of the bargaining unit.
2. C.C.S.S.A. shall be solely and totally responsible for the operation, enforcement, policing of the bank, and maintenance of all records pertaining to the bank.
  - a. Bank will be available to all qualified unit members, regardless of whether members of C.C.S.S.A. or not (C.C.S.S.A. retains right to establish uniform minimal qualifications for eligibility).
  - b. C.C.S.S.A. shall transmit accurate, up-to-date records to the District on a monthly basis of all sick leave bank activity. C.C.S.S.A. will immediately inform the District of any change in unit members' accumulated leave as a result of donations to the bank.
  - c. All donated days must come from current accumulated leaves.
  - d. Leave from the bank will not be available for family illness, nor should it be made available to an individual who has used the maximum allowable sick leave for family illness in the year preceding application for leave from the bank.
3. Current regulations concerning the sick leave bank will be transmitted to the District, and the C.C.S.S.A. will promptly inform the District of any changes or update in regulations.
4. Any dispute concerning operation of the sick leave bank shall be the sole responsibility of the C.C.S.S.A. and shall not be subject to the grievance procedure.

B. Procedure

1. Any bargaining unit member wishing to join the sick leave pool shall submit the appropriate application form to the Association Secretary by the second pay period in September or within thirty (30) days of being hired.
2. Any bargaining unit member who joins the sick leave pool will remain a member until such time as he/she notifies the Association Secretary in writing that he/she no longer wishes to participate in the pool. Any member resigning shall not be able to withdraw any days donated to the sick leave bank.
3. The Association Secretary shall prepare the official list of the individuals in the sick leave pool by the third pay period of the first semester.
4. Each individual electing to join the sick leave pool shall donate two (2) days accumulated sick leave to the pool each September for three (3) years.
5. Subsequent to September 30, 1992, if the total number of days remaining in the sick leave pool falls below ten (10) days, each member shall have one day deducted from his/her accumulated sick leave to reimburse the pool. The Secretary shall notify members when this happens.
6. A Review Committee comprised of all sick leave pool members shall administer the sick leave pool. This committee shall determine eligibility based on need: prolonged illness or a series of illnesses, or some unforeseen emergency. All decisions of this committee shall be final.
7. Decisions of the Review Committee shall be in writing with rationale for the decision. Such rationale shall then become part of the criteria for future decisions.
8. Application for sick leave pool benefits shall be made in writing to the Review Committee. Whenever possible, application shall be made when the applicant has five (5) or more sick leave days remaining. The bargaining unit member making a request for sick leave pool benefits shall submit such

additional information as the Review Committee might request as necessary in making its decision.

9. If application is approved, the Review Committee will grant sick leave benefits in amount(s) not to exceed ten (10) days at one time. After these days are exhausted, if more days are requested, the Review Committee will consider the extension of additional days on an individual case-by-case basis.
10. Any current unit member or new hire not electing to join the bank within thirty (30) days of eligibility shall not be eligible again to join until the following September.
11. Any member of the sick leave pool who borrows four (4) or more days within any one (1) year, shall re-donate to the sick leave pool two (2) days of sick leave each September of the next two (2) consecutive years.
12. The foregoing may only be changed by a 2/3 vote of the Association membership by written ballot.

### ARTICLE XIII - JURY DUTY

Time to be granted without loss of pay and not to be considered personal leave time. All monies received for jury duty to be returned to the District with the exception of mileage reimbursement.

### ARTICLE XIV - JUST CAUSE

No member of the unit may be dismissed, disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause.

## ARTICLE XV - ATTRITION

The District will make every effort to reduce staff, when necessary, by attrition. Should a layoff be necessary, the least senior member of this unit shall be laid off, with at least 60 days notice. Any unit member on layoff shall retain the right of first recall for seven years. Seniority shall be from date of initial employment and shall include all paid working days.

## ARTICLE XVI - DUES DEDUCTION

The unit member may have the option of choosing to have dues withheld in equal, or nearly equal, payments beginning in September and ending in December or in June from his/her bi-weekly pay.

## ARTICLE XVII - AGENCY FEE

Effective July 1, 1987, the Canton Central School District shall deduct from the wage or salary of each employee in the bargaining unit, the amount equivalent to the dues levied by the Canton Secretarial Association and shall transmit the sum so deducted to the Canton Secretarial Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Canton Secretarial Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Canton Secretarial Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

## ARTICLE XVIII - SALARIES

### A. Salary Increases

2002-03: \$1,000 per unit member  
2003-04: 3.75%  
2004-05: 3.75%

### B. Starting Salaries

|                          | 2002-03 | 2003-04 | 2004-05 |
|--------------------------|---------|---------|---------|
| Receptionist             | 17,806  | 18,118  | 18,435  |
| Keyboard Specialist      | 19,587  | 19,930  | 20,279  |
| Senior Account Clerk     | 21,876  | 22,259  | 22,649  |
| Microcomputer Operator   | 21,876  | 22,259  | 22,649  |
| Secretary I              | 22,148  | 22,536  | 22,930  |
| Administrative Assistant | 24,420  | 24,847  | 25,282  |

### C. Longevity: An \$800 stipend shall be paid to a unit member on July 1 of the school year in which the unit member will achieve the following years of service (and each year thereafter): 15, 20, 25, and 30 years of service.

Any unit member who has already qualified for a longevity payment shall be held harmless at his/her current level. Additionally, any unit member already receiving a \$500 longevity payment will receive an additional \$300 at 15 years, to total \$800.

## ARTICLE XIX - GRIEVANCE PROCEDURE

### A. Grievance Procedure for Secretarial Personnel

The Board of Education of the Canton Central School District in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees does hereby establish and adopt the following procedures for the orderly settlement of grievance of



members of the secretarial staff of the Canton Central School District to be effective at the signing of this Contract.

B. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between unit members, administrators, and members of the Board of Education which will enhance the educational program of the Canton Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise, and to assure equitable and proper treatment of unit members pursuant to established rules, regulations, and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

C. Definitions

1. Administrator shall mean the Assistant Superintendent or a Building Principal. Chief Administrator shall mean the Superintendent of Schools.
2. Representative shall mean the person or persons designated by the aggrieved member as his/her counsel or to act in his/her behalf.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations, policies or terms of this Contract which relate to or involve the member in the exercise of the duties assigned to him/her.

D. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of difference in a fair and equitable manner. The resolution of grievance at the earliest possible stage is encouraged.
2. A unit member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.

3. A unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such cases.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Chief Administrator of the District to take such action as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the time specified in these procedures.
7. In function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies which relate to or affect the unit member in the performance of his/her assignment. They are not to be used for changing such rules or establishing new ones.

E. Procedures

1. Informal Stage

The aggrieved unit member shall orally present the grievance to the building principal who shall orally and informally discuss the grievance with the aggrieved member. A grievance must be filed within sixty (60) days of the event giving rise to grievance or the date upon which grievant could reasonably be expected to have known of the grievance, whichever is later. The building principal shall render a determination to the aggrieved member within five (5) days after the grievance has been presented. If such grievance is not satisfactorily resolved at this stage, the aggrieved member may proceed to the formal stage.

2. Formal Stage

- a. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved unit member may make a written request to the Chief

Administrator or his/her designee for review and determination. If the Chief Administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination.

- b. The Chief Administrator or his/her designee shall immediately notify the aggrieved member, immediate supervisor and any other administrator rendering a determination in the case, to submit written statements to him/her within five (5) days setting forth the specific nature of the grievance, the facts relating thereto and the determination(s) previously rendered.
- c. If such is requested in the written statement of either party pursuant to paragraph b, the Chief Administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) days of receipt of the written statements pursuant to paragraph b.
- d. The Chief Administrator or his/her designee shall render his/her determination within ten (10) school days after the written statements, pursuant to paragraph b, have been presented to him/her.
- e. If the grievance is not satisfactorily resolved at this stage, the aggrieved unit member may proceed to the Board Stage.

### 3. Board Stage

The aggrieved member may, within five (5) school days of the final determination by the Chief Administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within ten (10) school days after receiving the request for review.

4. Arbitration

- a. After procedures have been followed as set forth in the previous step, if the unit member and/or the representative(s) and/or the Association do not agree with the decision and it is determined by the Association that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education with fifteen (15) school days of the decision at Stage 3.
- b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The Board and the Association will agree upon the selection of the arbitrator from the list submitted by the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings in fact, reasoning and conclusion on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties only in grievances arising out of interpretation of the terms of this Contract. If the Association wishes to pursue grievances arising from interpretation of laws, rules, regulations or policies not

covered in this Contract beyond the Board Stage, they shall be appealed through the courts or to the Commissioner of Education.

- f. The costs for the services of the arbitrator shall be borne equally by the Board of Education and the Association.

5. Year End Grievance

If a grievance is filed on or after June 1st, the time limits set herein shall be reduced so that the grievance may be exhausted before the end of the school year or as soon thereafter as possible.

ARTICLE XX - RELIGIOUS DAYS

Up to two (2) religious holidays will be granted to any unit member whose religion requires full-day observance of the holiday. Such days will not be deducted from personal or sick days.

ARTICLE XXI - UNUSED SICK LEAVE

Unit members retiring with a minimum of fifteen (15) years of service with the employer shall be paid twenty-five (25) dollars per day for accumulated sick leave to a maximum of two hundred (200) days.

ARTICLE XXII - SAVE HARMLESS CLAUSE

Any rights, privileges or benefits not included in this Agreement but granted to non-teaching personnel in the past may be brought up for negotiation or clarification by either party during the term of this Contract.

### ARTICLE XXIII - PERSONNEL FILES

No material derogatory to a unit member shall be placed in his/her file until the member is given the opportunity to see the material and receive a copy. The member must affix his/her name to the material indicating only that the member has been afforded his/her rights.

Material which is inaccurate, misleading or inappropriate shall be removed from the file.

The unit member may attach a rebuttal to be placed in the file.

An incident must be placed in the file within fifteen (15) days of the date upon which the Administration should have become aware of it.

Material in the file may not be viewed by anyone other than an appropriate administrator or a Board of Education member when either is in the legitimate pursuit of evaluative materials.

Only material in the file may be used in any action that could adversely impact a unit member.

### ARTICLE XXIV - LEAVE REPLACEMENTS

A leave replacement shall be defined as an individual employed to cover the specific assignment of a unit member who has taken a leave of absence for at least one (1) year.

- A. Rate of pay shall be equivalent to the starting salaries which appear in Article XVIII - Salaries.
- B. A leave replacement's rate of pay shall be retroactive to the beginning of employment in that specific assignment.
- C. A leave replacement shall receive all other rights and benefits flowing from this Agreement.

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2002 through June 30, 2005.

Dr. Katrina Jacobson  
Superintendent of Schools

Cheryl B. Glidden  
President, Q.C.S.S.A.

Date: 10/21/02

Date: 10/24/02

## APPENDIX A

### MEMORANDUM OF AGREEMENT

The NYSUT-affiliated Associations and the Canton Central School District agree to the following change in their respective collective bargaining agreements:

1. The District will make a resolution to adopt Section 75-i of the New York State Employees' Retirement System covering Tier 1 and 2 employees.
2. The District will fund the initial cost of conversion, (change in contribution rate), for moving from plan 75-c to 75-i. The District also agrees that it will fund in each subsequent year, any change in the contribution rate for plan 75-i at a level equal to any change in plan 75-c. For example, in any given year, if the contribution rate for plan 75-c rises 1% and 75-i rises 1.5%, the District would fund 1% of the increase in the 75-i plan.
3. The association agrees that any difference in contribution rates in each year between plans 75-i and 75-c, excluding the initial conversion cost, will result in a salary adjustment for each affected employee. The dollar amount of such adjustment will be agreed upon by the Association and the District by April 1 of each year.
4. Adjustment will be made by payroll deduction commencing the first payroll period subsequent to April 1 of each year.

Deborah A. Taylor 11/25/92  
Deborah Taylor, NYSUT

Howard W. Smith  
Howard W. Smith, Superintendent

Canton Custodial Workers'  
Association

Canton Food Service Workers

Canton Central School Secretarial  
Association

Teamsters Local 687

Frederick J. Carter  
Frederick J. Carter, Teamsters 687